together with proof satisfactory to the Trust Company of the due publication of such notice of redemption, and the payment to the Trust Company of its reasonable compensation, expenses and disbursements then unpaid, the Trustees shall cancel and satisfy this mortgage and deed of trust, and assign and deliver to the Railway Company all stocks, bonds and other indebtedness or property held by them hereunder.

ARTICLE FOUR.

PARTICULAR COVENANTS OF THE RAILWAY COMPANY.

THE RAILWAY COMPANY COVENANTS AS HEREINAFTER IN THIS ARTICLE SET FORTH:

SECTION 1. Duly and punctually it will pay the principal and the interest of every bond issued under this indenture, at the dates and the place and in the manner mentioned in such bonds or in the coupons thereto belonging, according to the true intent and meaning thereof, without deduction from either principal or interest for any tax or taxes which the Railway Company or the Trustees may be required to pay or to retain therefrom, under or by reason of any present or future law of the United States, or of any state, county or municipality therein, the payment of which tax or taxes the Railway Company hereby assumes. The interest on the coupon bonds shall be payable only upon presentation and surrender of the several coupons for such interest as they respectively mature, and when paid such coupons shall forthwith be canceled. The interest on the registered bonds without coupons shall be payable only to the registered holders thereof.

SEC. 2. All railways, franchises, bonds, stocks, and other property of every kind, by the granting clause covenanted to be conveyed or pledged to the Trustees under this indenture, or in respect of the construction or

acquisition whereof bonds under this indenture shall be authenticated and be issued as hereinbefore provided (except property, including bonds and shares of capital stock, in respect of the construction or acquisition of which bonds shall be authenticated under the provisions of sections 2 and 3, or either of them, of Article One of this indenture), and any of the underlying bonds, specified in section 4 of Article One of this indenture, which hereafter may be acquired by the Railway Company, shall, immediately upon the acquisition thereof by the Railway Company and without any further conveyance or assignment, become and shall be subject to the lien of this indenture as fully and completely as though now owned by the Railway Company and specifically described in the granting clauses hereof; but at any and all times the Railway Company will execute and deliver any and all such further assurances or conveyances or assignments thereof as the Trustees may reasonably direct or require, for the purpose of expressly and specifically subjecting the same to the lien of this indenture; and also it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all and every such further acts, deeds, conveyances, transfers and assurances in the law, for the better assuring, conveying, assigning and confirming unto the Trustees all and singular the hereditaments and premises, estates and property hereby conveyed or assigned, or intended so to be, or which the Railway Company may be or hereafter become bound to convey or assign to the Trustees, as the Trustees shall reasonably require.

SEC. 3. The Railway Company shall not and will not issue any additional bonds under the General Gold Bond Mortgage of the Railway Company to Central Trust Company of New

York and George Sherman, trustees, bearing date the first day of January, 1898, except to the extent of

(*a*) $12,500,000 face amount of said General Mortgage bonds, hereafter to be issued for the purpose of exchanging, redeeming, retiring, refunding or paying at or before maturity a like face amount of Chicago, Rock Island and Pacific Railroad Company First Mortgage six per cent. bonds of 1917; and

(*b*) $25,900,000 face amount of said General Mortgage bonds, hereafter to be issued at a rate not exceeding $1,000,000 in each calendar year after 1904, on account of expenditures made by the Railway Company in the permanent improvement or extension of or in additions to the property, including equipment, subject to the lien of said General Mortgage.

The Railway Company shall not and will not issue or permit to be issued any additional bonds under the Consolidated First Mortgage of Burlington, Cedar Rapids and Northern Railway Company of Iowa to Central Trust Company of New York, trustee, dated April 1, 1884, except to the extent of $8,405,000 face amount of said Consolidated Mortgage bonds, hereafter to be issued for retiring, refunding or paying at or before maturity

(*a*) $6,500,000 face amount of Burlington, Cedar Rapids and Northern Railway Company First Mortgage five per cent. bonds of 1906; and

(*b*) $1,905,000 face amount of Cedar Rapids, Iowa Falls and Northwestern Railway Company First Mortgage five per cent. bonds of 1921.

The Railway Company will not issue or permit to be issued any additional bonds under the Consolidated Mortgage of Choctaw, Oklahoma and Gulf Railroad Company to Girard

Trust Company, trustee, dated May 1, 1902, except to the extent of

(*a*) $5,500,000 face amount of said Consolidated Mortgage bonds, hereafter to be issued for the purpose of exchanging, redeeming, retiring, refunding or paying at or before maturity, a like face amount of Choctaw, Oklahoma and Gulf Railroad Company General Mortgage five per cent. bonds of 1919.

The Railway Company immediately upon the issue as aforesaid of any bonds under said General Gold Bond Mortgage of the Railway Company to Central Trust Company of New York and George Sherman, trustees, dated January 1, 1898, or under the Consolidated First Mortgage of the Burlington, Cedar Rapids and Northern Railway Company of Iowa to Central Trust Company of New York, trustee, dated April 1, 1884, or under the Consolidated Mortgage of Choctaw, Oklahoma & Gulf Railroad Company to Girard Trust Company, trustee, dated May 1, 1902, will cause all of said bonds to be forthwith delivered to the Trustees and pledged under this indenture.

The Railway Company shall not and will not extend or suffer or permit to be extended, while any of the first and refunding mortgage bonds are outstanding, any bonds secured by any existing mortgage or instrument of conveyance or assignment in trust of the mortgaged and pledged premises or any part thereof. For the purposes of this covenant and for all other purposes of this indenture the term "mortgaged and pledged premises" shall include not only the railways, leasehold interests, equipment, stocks, bonds and other properties conveyed or agreed to be conveyed by the granting clauses of this indenture, or otherwise becoming subject thereto, but also the railways and property of the Peoria and Bureau Valley Railroad Company and the Choctaw, Oklahoma and Gulf Railroad Company.